

Article 4 - Association Security, Dues Deduction and Remittance

Section 1. Association Security

- A. Any employee covered by this Agreement who is a member of the Association on the effective date of this Agreement shall, as a condition of continuing employment, tender to the Association those dues and fees uniformly required of Association members in good standing.
- B. Any employee who is employed in this Bargaining Unit on the effective date of this Agreement who is not a member of the Association on the effective date of this Agreement within thirty (30) calendar days following the effective date of this Agreement, shall, as a condition of continuing employment, either:
 - (1) Become a member of the Association and tender to the Association those dues and fees uniformly required of Association members in good standing; or
 - (2) Pay to the Association a service fee, in an amount not to exceed the duly established membership dues and not exceeding the employee's proportionate share of the costs germane to collective bargaining, contract administration, and grievance administration, or otherwise necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the employer on labor-management issues.
- C. Any employee who becomes employed in this Bargaining Unit after the effective date of this Agreement shall, within thirty (30) calendar days following the effective date of such employment and as a condition of continuing employment, either:
 - (1) Become a member of the Association and tender to the Association those dues and fees uniformly required of Association members in good standing; or
 - (2) Pay to the Association a service fee, in an amount not to exceed the duly established membership dues and not exceeding the employee's proportionate share of the costs germane to collective bargaining, contract administration, and grievance administration, or otherwise necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the employer on labor-management issues.
- D. Any employee who is a member of the Association shall have the right to withdraw from Association membership at any time, but such voluntary

termination of membership shall not exempt the employee from the obligation to pay the contractually required service fee.

- E. The obligation of an employee who is a member of the Association on the effective date of this Agreement to tender the required dues and fees shall commence on the effective date of this Agreement. The obligation of any employee who is not a member of the Association on the effective date of this Agreement to tender the contractually required dues or to pay the contractually required service fee shall commence thirty (30) calendar days following the effective date of this Agreement.

Section 2. Compliance Procedure

In determining whether compliance has occurred, the Employer may accept proofs from an employee who is a member of and adheres to established traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations, that the employee has agreed to pay an amount equal to Association dues to a non-religious, non-labor charitable organization which is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

The Employer shall automatically deduct from an employee's pay check and tender to the Association a representation service fee as provided in Section 1, after the following:

- A. After thirty (30) days from date of the employee's hire, the Association has first notified the Employer that:
 - (1) The employee is subject to the provisions of this Section;
 - (2) The employee has been provided with an opportunity to object to the amount of the fee;
 - (3) The employee has elected not to become or remain a member of the Association in good standing or to tender the required service fee.
- B. Within ten (10) work days from the date the Association so notified the Employer, the Employer shall:
 - (1) Notify the employee of the provisions of this Agreement;
 - (2) Obtain the employee's response, if possible; and
 - (3) Notify the Association of the employee's response, if any.
- C. In the event the employee fails to become a member of the Association in good standing, renew membership, or sign the "Authorization For Representation Service Fee" form after the above, the Association may request automatic deduction by notifying the Employer, with a copy to the employee, certified mail, Return Receipt Requested.
- D. Upon receipt of such written notice, the Employer shall, within five (5) week days, notify the employee, with a copy to the Association, that

beginning the next pay period it will commence deduction of the service fee and tender same to the Association, including fees due commencing with the employee's thirty-first day of employment.

- E. Any employee in arrears in dues or fees as of the effective date of this Agreement shall have ten (10) calendar days from the date of notification by certified mail to submit a check to the Association for the full amount of the arrearage. If an employee fails to submit the payment in full within this time period, the Association may request the Employer to begin automatic double deduction of service fees for the period of time required to liquidate any remaining arrearage.

A copy of such request shall be provided to the employee, Certified Mail, Return Receipt Requested. The UTEA shall inform the Employer that:

- (1) The employee is in arrears, the amount of the arrearage, and the period(s) during which the arrearage arose;
- (2) The UTEA has notified the employee of the amount of the claimed arrearage and the basis on which it was calculated;
- (3) The UTEA has afforded the employee the opportunity to satisfy the arrearage; and
- (4) The employee continues to fail or refuse to satisfy the arrearage.

Within seven (7) calendar days following receipt of the above information by the Employer, the Employer shall notify the employee with a copy to UTEA, that beginning with the next pay period it will begin an involuntary double deduction of dues or fees until the arrearage has been satisfied.

Section 3. Dues Deduction

The Employer agrees to deduct from the wages of any Bargaining Unit employee the biweekly Association membership dues, as from time to time established, if the employee has authorized the Employer to do so by executing a written authorization in accordance with the specifications used by the Employer (as set forth in Appendix B).

The Association dues deduction authorization shall remain in full force and effect during the period of this Agreement and may be revoked or terminated on written notice to the Employer and the Association at any time.

Dues will be authorized, revised and certified to the Office of the State Employer by the Association. Each Association member and the Association authorize the Employer to rely upon and to honor certifications by the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Association dues.

Section 4. Representation Fees

The Employer agrees to deduct from the wages of any Bargaining Unit employee who is not on payroll dues deduction to the Association a Representation Service Fee, if the employee has authorized the Employer to do so by executing a written authorization in accordance with the specifications used by the Employer (as set forth in Appendix C).

The written Representation Service Fee Deduction authorization shall remain in full force and effect during the life of this Agreement unless the employee executes and furnishes the Employer an Association dues deduction authorization form.

Section 5. Objections to Amount of Service Fee

A Service Fee payer shall have the right to object to the amount of the Service Fee and to obtain a reduction of the Service Fee to exclude all expenses not germane to collective bargaining, contract administration, and grievance administration, or otherwise necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the employer on labor-management issues.

The UTEA shall give every Service Fee payer financial information sufficient to determine how the Service Fee was calculated. A Service Fee payer may challenge the amount of the Service Fee by filing a written objection with the UTEA within 30 calendar days. The UTEA shall consolidate all objections and shall initiate arbitration under the "Rules for Impartial Determination of Union Fees" of the American Arbitration Association. The UTEA shall place in escrow any portion of the objector's Service Fee that is reasonably in dispute.

Section 6. Remittance and Accounting

The Employer shall remit monies withheld from payroll dues and service fee deduction no later than ten (10) calendar days after the close of the pay period of deduction, together with an alphabetical list of the names, by Department and Agency, of all active employees from whom deductions have been made, enrollments, cancellations, deduction changes, additional deductions, name and/or social security number changes.

Upon forwarding such payment by mail to the Association's last designated address, the Employer, its officers and employees shall be released from any liability to the employee and the Association under such assignments.

Section 7. Bargaining Unit Information Provided to the Association

The Employer agrees to furnish a biweekly transaction report to the Union in electronic form, listing employees in this unit who are hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between agencies and/or departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the bargaining unit, or

who have made any changes in union deductions. This report shall include the employee's name, social security number, identification number, employee status code (appointment type), job code description (class/level), personnel action and reason, effective start and end dates, and process level (department/agency).

The Employer will provide a biweekly demographic report to the union in electronic form, containing the following information for each employee in the bargaining unit: the employee's name, social security number, identification number, street address, city, state, zip code, job code, sex, race, birthdate, hire date, process level (department/agency), TKU, union deduction code, deduction amount, employee status code (appointment type), position code (position type), leave of absence/layoff effective date, continuous service hours, county code, worksite code, unit code and hourly rate.

The parties agree that this provision is subject to any prohibition imposed upon the employer by courts of competent jurisdiction.

Section 8. Deductions Not Taken

Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security (FICA); individually authorized deferred compensation; federal, state and local income taxes; other legally required deductions; individually authorized participation in State programs; enrolled employee's share, if any, of insurance premiums.

Section 9. Forms

It shall be the sole responsibility of the Association to print and furnish membership dues and representation service fee deduction authorization forms approved by the State. The Association may supply such approved forms to the personnel offices of the respective Departmental Employers where Bargaining Unit employees may obtain them upon request.